

## **EXHIBIT 2**

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

RECONTRUST COMPANY, N.A.  
1800 Tapo Canyon Rd., CA6-914-01-94  
SIMI VALLEY, CA 93063

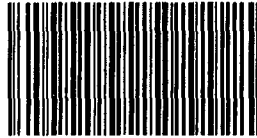
Attn: Lucy Mansourian  
TS No. 09-0004835  
Title Order No. 3988458

Stephen L. Vagnini  
Monterey County Recorder  
Recorded at the request of  
**Filer**

CRDAWN  
1/28/2009  
12:30:35

DOCUMENT: 2009004966

Titles: 1/ Pages: 3



Fees....	15.00
Taxes...	
Other...	
AMT PAID	\$15.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST****IMPORTANT NOTICE**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION,** and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded ( which date of recordation appears on this notice).

This amount is \$79,555.75, as of 01/27/2009 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations ( such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

TS No. 09-0004835

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**

C/O Countrywide Home Loans, Inc

400 COUNTRYWIDE WAY SV-35

SIMI VALLEY, CA 93065

FORECLOSURE DEPARTMENT (800)669-6650

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember,

**YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

NOTICE IS HEREBY GIVEN THAT: RECONTRUST COMPANY, N.A., is acting as an agent for the Beneficiary under a Deed of Trust dated 01/04/2006, executed by PETRA MARTINEZ, AND STANLEY ATKINSON as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as beneficiary recorded 01/20/2006, as Instrument No. 2006006030 (or Book , Page ) of Official Records in the Office of the County Recorder of Monterey County, California.

Said obligation including ONE NOTE FOR THE ORIGINAL sum of \$ 1,500,000.00.

That a breach of , and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of : FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 05/01/2008 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, TOGETHER WITH ALL LATE CHARGES; PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEYS' FEES. IN ADDITION, THE ENTIRE PRINCIPAL AMOUNT WILL BECOME DUE ON 02/01/2036 AS A RESULT OF THE MATURITY OF THE OBLIGATION ON THAT DATE.

That by reason thereof, the present beneficiary under such deed of trust has executed and delivered to RECONTRUST COMPANY, N.A. a written Declaration of Default and Demand for sale, and has deposited with RECONTRUST COMPANY, N.A. such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

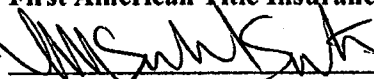
If required by the provisions of Section 2923.5 of the California Civil Code, the declaration from the mortgagee, beneficiary or authorized agent is attached to the Notice of Default duly recorded with the appropriate County Recorder's office.

Dated: January 27, 2009

RECONTRUST COMPANY, N.A., as agent for the Beneficiary

By First American Title Insurance Company, as its Attorney in Fact

By

  
Isabel Santos



Mail Stop: PTX A-65  
7105 Corporate Drive  
Plano, TX 75024

Notice Date: January 15, 2009

TS # 09-0004835

Petra Martinez  
25339 Camino De Chamisal  
Salinas, CA 93908

Property Address:  
25339 Camino DE Chamisal  
Salinas, CA 93908

### CALIFORNIA DECLARATION

I, Mandelyn Wyrick of Countrywide, declare under penalty of perjury, under the laws of the State of California, that the following is true and correct:

☐ Countrywide has contacted the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure,

☒ Countrywide tried with due diligence to contact the borrower in accordance with California Civil Code Section 2923.5, or

☐ Countrywide verified that the borrower has surrendered the property.

☐ Countrywide has evidence and reasonably believes that the borrower has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and to avoid their contractual obligations to beneficiaries.

☐ Countrywide has confirmed that the borrower(s) filed for bankruptcy and the proceedings have not been finalized to wit, there is no order on the court's docket closing or dismissing the bankruptcy case.

☐ The provisions of California Civil Code §2923.5 do not apply because

1-21-09 Fort Worth, Texas  
Date and Place

Mandelyn Wyrick  
Name of Signor

Loss Mit Review Specialist  
Title and/or Position

**END OF DOCUMENT**